Hanover Industrial Machine Company *and* District Lodge 98, International Association of Machinists & Aerospace Workers, AFL-CIO. Case 4-CA-12403

22 May 1984

DECISION AND ORDER

BY CHAIRMAN DOTSON AND MEMBERS HUNTER AND DENNIS

On 24 June 1983 Administrative Law Judge Walter J. Alprin issued the attached decision. The General Counsel and the Respondent filed exceptions and supporting briefs.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings,[1] and conclusions[2] and to adopt the recommended Order.

ORDER

The National Labor Relations Board adopts the recommended Order of the Administrative Law Judge and orders that the Respondent, Hanover Industrial Machine Company, Harrisburg, Pennsylvania, its officers, agents, successors, and assigns, shall take the action set forth in the Order.

[1] The Respondent has excepted to some of the judge's credibility findings. Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), enfd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings.

In its exceptions the General Counsel argues that employee Sell was unlawfully suspended because other employees with similar *efficiency* rates were not disciplined. Although the judge did not address the General Counsel's claim of disparate treatment, we note that the Respondent presented uncontradicted evidence that other employees with similar *spoilage and correction* rates had been disciplined and that, although Sell had generally been an above average employee, his performance had slipped just before his suspension.

In agreeing with the judge's finding that Bahr and Anderson threatened employees with a loss of benefits if they selected the Union, we do not rely on what employees understood Bahr and Anderson said. Rather, we rely on the credited testimony of four employees that Bahr and Anderson expressly told them that bargaining would "start from scratch" if the Union won the election.

Chairman Dotson would not find the Pickell interrogation to be a violation of Sec. 8(a)(1).

[2] In agreeing with the judge's conclusion that the Respondent did not violate the Act by discharging Drobek, we rely solely on the judge's alternative rationale that assuming the General Counsel made a prima facie showing, the Respondent satisfied its burden of demonstrating that Drobek would have been discharged in the absence of his protected activity. *Wright Line*, 251 NLRB 1083 (1980), enfd. 662 F.2d 899 (1st Cir. 1981), cert. denied 455 U.S. 989 (1982).

DECISION

STATEMENT OF THE CASE

WALTER J. ALPRIN, Administrative Law Judge. The complaint herein issued October 29, 1981.[1] The issues involved are generally whether Respondent-Employer interfered with, restrained, or coerced employees and discriminatorily discharged and/or suspended employees because of their concerted and protected activities, in violation of Section 8(a)(1) and (3) of the National Labor Relations Act. The matter was heard before me at Harrisburg, Pennsylvania, on July 19 and 20 and on August 30, 1982.

On the entire record, including my observation of the demeanor of the witnesses, and after due consideration of the briefs filed by the General Counsel and Respondent on November 2, 1982, I make the following

FINDINGS OF FACT

Hanover Industrial Machine Company (Respondent), a wholly owned subsidiary of American Can Co., operates a plant at Hanover, Pennsylvania, for the production of repair parts and dies. Respondent admits, and I find, that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and that District Lodge 98, International Association of Machinists and Aerospace Workers, AFL-CIO (the Union) is a labor organization within the meaning of Section 2(5) of the Act.

I. BACKGROUND—THE UNION'S ORGANIZATION CAMPAIGNS

The Union first began a campaign to organize Respondent's employees in early 1980, and Thomas Sell, one of the alleged discriminatees, was the first to meet with the organizer. Sell solicited authorization cards from 30 to 40 employees, was an active member of the Union's organizing committee, and was a union observer at the election of June 12, 1980, which the Union lost. The Union renewed its organizational efforts the following April. Sell again served on the organizing committee, soliciting authorization cards and attending all of the approximately 10 meetings. Ronald Drobek, also an alleged discriminatee, was first hired by Respondent after the 1980 campaign, but became active in the 1981 campaign as described below. The campaign continued thoughout the time described herein.

In both 1980 and 1981[2] Respondent campaigned to prevent unionization, among other things questioning employees as to their union sentiments, Respondent's management team was changed after the 1980 election, with Frank Beard becoming plant manager, Frank Hernandez becoming personnel manager in September 1980, and Gerald Anderson becoming manager of operations in January 1981. In early 1981 Hernandez attempted to

[1] All dates are in 1981 unless otherwise stated.

[2] Conduct occurring prior to March 14, 1981, is beyond the 10(b) limitation period, and evidence relating to such conduct was admitted solely as background for timely alleged violations.

have Gross, an employee, secretly report union sentiments expressed by other employees.

II. INTERFERENCE, RESTRAINT, AND COERCION

A. *Interrogation*

The amended complaint alleges two instances of interrogation. The first such instance refers to employee Pickell, who, prior to the 10(b) limitations period, had been asked at his employment interview what his union sentiments were and requested to report any union activity. In early April, within the 10(b) limitations period, Anderson asked Pickell if he "knew the Union was trying to get in the company again." There was no legitimate purpose for such an inquiry, and I find that it was "calculated to discern [Pickell's] knowledge of union activity and hence would tend to result in disclosure of his sentiment."[3] By this inquiry, Respondent violated Section 8(a)(1).

The second instance is alleged in the complaint to have taken place "on or about" June 4. Drobek testified that before leaving the plant that day, to attend a union meeting later that night, he and a coemployee, Gunnet, were waiting at the work station of their fellow carpooler, Barnes, who was working overtime, when the three of them were approached by Anderson and Hernandez. This was confirmed by Anderson, who placed the date as May 29. Drobek testified that Anderson asked whether he was going to attend the union meeting at the fire hall in Abbotstown that evening. Barnes corroborated the inquiry but contradicted all other details. Barnes testified that the question was directed to both him and Drobek, rather than to Drobek alone; that it was Anderson alone rather than Anderson with Hernandez who approached them; that it was he and Drobek, rather than he, Drobek, and Gunnet who were there; and that this all occurred not at his work station but in the parking lot. Hernandez, who also testified, was not questioned as to the occurrence, and Gunnet did not testify. Normally, greatest weight would be given to the testimony of Barnes, a bystander not having an interest in the outcome of this proceeding. Since his testimony was at such variance with that of Drobek, however, I accept neither and credit the testimony of Anderson that the meeting took place but did not include any interrogation. I therefore find no violation of Section 8(a)(1) as to this second allegation.

B. *Impression of Surveillance*

The General Counsel alleges that the conversation between Anderson and Drobek, described immediately above, further violated Section 8(a)(1) by fostering the impression that Respondent was engaged in a surveillance of employees and/or of union meetings. Since I have found that the conversation did not refer to any union meeting I further find that it did not constitute fostering an impression of surveillance in violation of Section 8(a)(1).

[3] *Gauley Industries*, 260 NLRB 1273, 1276 (1982).

C. *Threats to Named Employees*

Drobek testified that in late June he had a conversation with his supervisor Smith in which Smith stated he had told management that none of his employees would support the Union. Smith allegedly said he knew employee Leppo was trying to hand out authorization cards during working hours and that he was "thinking about trying to get rid of" Leppo. Drobek testified to other conversations with Smith, in early June and July, in one of which Smith allegedly said that a position was opening for which employee Abramczyk would qualify but that he would not be considered because of his involvement with the Union. In the other conversation Smith is alleged to have said that Hanover Industrial would be a "better place" if they could get rid of "the type of people like Mr. Tom Sell and Jim Abramczyk."

Smith denied the allegations, and testified that at the time of the alleged conversation he was unaware of any union activity by Leppo, that Leppo had advised him of a union meeting and had assured him that he was not signing an authorization card, and that Smith's general impression was that Leppo was against the Union. Leppo testified at the hearing but did not mention any union sentiments. Abramczyk and Sell were known by Smith to favor the Union, since they were quite open about it and always sat together, with Drobek, as a "nucleus" in the cafeteria. In spite of this Smith had recommended Abramczyk for a job he wanted.

I credit Smith's denial of the allegations. There is no evidence that he believed Leppo to favor the Union. Smith knew Sell and Abramczyk were prounion, and placed Drobek in the same category. I do not believe Smith would have made the comments described to Drobek, and I find no violation.

D. *Bargaining from "Scratch"*

On June 10, William Bahr, divisional manager director of Respondent's parent corporation, spoke to all of Respondent's employees.[4] He discussed, inter alia, the collective-bargaining process, and testified that his comments were that unionization did not necessarily mean automatic wage and benefit improvement, that it meant an obligation on both employer and union to negotiate a contract, and that wages and benefits would be subject to negotiation. Bahr denied ever threatening or saying that Respondent would bargain from "scratch" or that unionization would cause a loss of benefits.

Testimony presented by the General Counsel is both contrary and at variance. Employee Leppo recalled Bahr as saying that "if the Union would get in that we would have to start from scratch. We'd lose a lot of our benefits that we had." Former employee Pickell recalled Bahr as saying "that the company and the union would have to start from scratch as far as benefits and skills." Employee Sell recalled Bahr as saying that "if the union did come in you would have to start from scratch. All benefits you would have would go on the table, and you wouldn't get anything unless you gave something up you already

[4] The employees were divided into three groups for this purpose, but there is no dispute that the speech to each was similar if not the same.

had." Employee Abramczyk recalled Bahr as saying "That if the union got in at [Respondent] that we'd lose everything that we got and we'd have to start from scratch at the bargaining table."

The General Counsel also alleged that Anderson addressed a meeting about June 17, a week later. The date is fixed by the testimony of Leppo and Sell closer to June 24. They testify Anderson said that if the Union got in the employees would lose their benefits and start from scratch. Anderson denies addressing a meeting or discussing benefits at that time.

Though the employees do not agree as to the exact words used, I credit their testimony that Bahr and Anderson in effect threatened to bargain "from scratch" to the detriment of employees if the Union were selected as bargaining agent. There is no independent evidence of the precise language used by Bahr and Anderson, and it is clear that all four of the employees testifying understood from whatever language was in fact used that their selection of the Union as representative would result in a loss of benefits. Statements to such effect are coercive in character and violative of Section 8(a)(1).[5]

E. *Threats to Close Plant and Discharge Employees*

It is also alleged that, by referring to two other of Respondent's plants which had become unionized, Bahr's speech threatened to close the Hanover plant, or at least to discharge some of the employees there. Bahr's speech referred to happenings at the Brisbane, California plant which had closed prior to the 1980 union campaign. Employees were told that the happenings at the Brisbane plant were examples "of the results of a [greedy] union and an ineffective acquiescent management, and what happens." He described Brisbane as "a beautiful plant with good equipment and staff" which had "high wages, an excess of manpower, and restrictive work practices" where, by the time he became involved, "it was too late to make adjustments with the union." The plant closed and 200 employees lost their jobs. Bahr cited this as an example of the possible adverse consequences of unionization, and that it was conceivable that it could happen at the Hanover plant as well.

Bahr also discussed Respondent's unionized plant at Geneva, New York. He did so because the union, in its organization campaign, was referring to the higher wage scales there. He told the employees that "last year we talked about approximately 900 employees at Geneva. At the end of 1980, there were 300 hourly persons on the payroll. And this morning there are 176. We may have to go further, if things are not resolved." His reason for these statements was to dramatize a link between high costs and unionization which could result in adverse consequences, including layoffs.

Employee Leppo testified that Bahr stated that "one of the reasons Brisbane was closing was due to the union." Pickell testified Bahr had "made a statement about Brisbane closing down because of the union asking for too much in benefits." Sell testified that Bahr stated that "the union was one of the reasons why it closed" the Brisbane plant. Only Abramczyk referred to a threat, testifying Bahr had said "that Brisbane closed up because of the union" which "priced them out of the market" and "that's what would happen to [the Hanover plant] if the union got in there." The employees testifying all agreed that Bahr spoke of the Brisbane plant in terms of union action, and except for Abramczyk, that Bahr did not warn that the same closing would occur in the local plant if the Union was certified. I find that Bahr did not make the statement alleged by Abramczyk, that the same plant closure or discharges *would* occur in the Hanover plant if the Union won the election. Since the other employees did not corroborate this important element of threat I consider it to have been an unfounded extension by one listener and not the content of the remark.

The statements by Bahr came within the "freedom of speech" protection of Section 8(c). "An employer is free to communicate to his employees any of his personal views about unionism, or any of his specific views about a particular union, so long as the communications do not contain a 'threat of reprisal or promise of benefit.' He may even make a prediction as to the precise effects he believes unionization will have on his company."[6] The comments as to the Geneva plant, made in response to the Union's statements, are further protected in that "the right to free speech is [not] to be unequally applied as between employers and labor unions."[7] Since the Union was using the Geneva plant wage scale as part of its campaign, Bahr was free to comment on those wage scales. In view of the above, I find that the statements by Bahr did not constitute a violation of Section 8(a)(1) of the Act.

F. *Disciplining of Tom Sell*

Sell was the leading union organizer in the plant during both the 1980 and the 1981 campaigns. The Union's second campaign began in April; in May Sell was given an oral warning, in July a written warning, and, after an interview on September 10, he was given a 3-day suspension. The General Counsel alleges that these actions were the result of Sell's union activity, while Respondent alleges that the actions resulted from Sell's unsatisfactory work.

Sell was a tool-and-die maker, at the top step of his pay grade, and the highest paid of production workers. Though there were seven tool-and-die workers, none performed the type of work done by Sell, who spent virtually all of his time on the SIP jig bore machine. Anderson testified that Sell's work began falling below the plant goals[8] and that he was orally warned by his supervisor during May. When the May computer run of work efficiency was made Anderson conducted interviews with all of the 10 or 12 employees, including Sell, whose efficiency was no more than 65 percent. On June 11 Anderson, together with Sell's supervisor, discussed with Sell his efficiency rate, and his spoilage and correction rates. Sell stated he would improve. In July, Anderson

[5] *Coach & Equipment Sales Corp.*, 228 NLRB 440 (1970).

[6] *NLRB v. Gissel Packing Co.*, 295 U.S. 575, 618 (1969).

[7] *Boaz Spinning Co. v. NLRB*, 439 F.2d 876, 878 (1971).

[8] Goals for 1981 were a maximum 2-1/2 percent of dollar value for work spoilage, maximum 3-1/2 percent correction work, i.e., reworking spoilage, and minimum overall efficiency of 85 percent.

noted that, during regular "inspection meetings" at which corrections and spoilages were discussed, Sell's name was occurring frequently. Though Sell's efficiency rate and spoilage rate were satisfactory, Anderson considered his correction rate a problem, and, in conjunction with Sell's supervisor and with Hernandez, prepared a warning letter which was given Sell during an interview on July 20. The letter stated that Sell's "efficiency at this time is significantly below the minimum desired level." Specific instances of machining errors were cited and a warning given of future discipline if improvement was not shown. Anderson then testified that Sell had several corrections during August, but that during the first week of September "there were three corrections in four working days of major proportions" and Anderson, together with Plant Manager Beard, Hernandez, and Sell's supervisor, that being the group which would determine any disciplinary action, jointly decided that a 3-day suspension was called for.

Sell testified that the day after he was given the oral warning in May he told his supervisor that he did not deserve the rebuke, to which the supervisor's response was that he, the supervisor, was part of management. The General Counsel would have us draw from this comment an admission that management had made an unfounded claim, but I do not find such an admission. Sell also testified that his ability to manufacture parts was limited by errors in the blueprints with which he was provided, and by the inability of his machine to maintain the tolerances required. Sell did not provide any specifics to this generalized claim of blueprint error, and a manufacturer's representative had been called in to test the machine in May, prior to the cited instances of corrections. Further, the corrected re-machining was done on the same machine. I therefore do not credit Sell's testimony as to the impropriety of the warnings for corrections. Sell further testified that in the interview of September 10, at which the suspension was imposed, Anderson complained that Sell's high correction rate was caused by Sell having his "mind on this other thing," referring to his activities in the union campaign. Sell's testimony on this point is undisputed. I find that Respondent thus had a mixed motive for disciplining Sell, and I also find that the discipline was an action which "would have taken place even in the absence of the protected conduct." [9] I therefore conclude and find that the suspension of Sell was not in violation of the Act.

III. DISCHARGE OF RONALD DROBEK

Drobek was employed as a maintenance machinist from October 27, 1980, until his discharge some 10 months later on August 31. His union activities were limited to attending a single meeting, and later signing an authorization card when visited at his home. Still, as previously discussed, he was recognized by his supervisor, Smith, as one of a "nucleus" discussing unionization during lunch hours, the other members of which were very active in support of the Union's campaign.

Anderson and Smith testified credibly that Drobek's work habits included frequently interrupting other employees and interfering with their work, taking excessive coffeebreaks, not performing his own work, and performing work in an unsatisfactory manner. Drobek was given a formal oral warning on March 3, and on April 22 Smith sent a note to Anderson that "Following our counseling session Mr. Drobek showed some improvements but this always turns into a short-lived duration. Each time I give him a review his work peaks then starts sliding back." Smith recommended against Drobek being given his "6-months' increase" and Anderson agreed, further placing Drobek on a 90-day probation. The probation was administrative, and Drobek was unaware of it, though on May 5 he was given a written warning together with the denial of wage increment. At his next performance review on July 21, Drobek was graded by Smith as "Satisfactory—consistent in meeting job requirements" or "Above Average—clearly exceeds job requirements" in all categories, including "Quality of Work." An "Overall Performance Evaluation" of satisfactory bore the comment, "Shows satisfactory improvement," and Drobek was given a wage increase.

Immediately after this July rating, according to Smith, Drobek's performance again slacked off, the quality and quantity of his work became unsatisfactory, and other employees complained of being interrupted by Drobek's social chatter. Two coemployees testified that Drobek's work was slow and otherwise not satisfactory. Finally, Smith scheduled a counseling session for Drobek with himself, Anderson, and Personnel Director Hernandez, to be held Friday, August 28. The intention at that point was to give Drobek a written "final" warning for poor job performances.

Two occurrences on August 28 were said to color the outcome of the counseling session. First, Plant Manager Beard addressed all the employees, exhorting them to greater efforts to work for greater production. Second, Drobek brought to work a plastic-coated anchor chain, which he told Smith he intended to cut in half. Though employees were permitted to do personal work and to use company tools, such work was to be done only after working hours. About 4 p.m. when Drobek had finished 8 hours of work but still had 1 hour of scheduled overtime, part of which was to be spent in the counseling session, Drobek took the chain to the welding department and asked a coemployee, Garman, about cutting the chain with a torch. Garman told him it was not the way to do it and, using his own hammer and chisel, cut the chain, using about half a minute to do so. Drobek was putting away the two pieces of chain when Smith summoned him to the counseling session.

Anderson began the session by commenting about Drobek's alleged union solicitation during work hours, having received a complaint that week.[10] According to

[9] *Wright Line*, 251 NLRB 1083, 1089 (1980).

[10] The testimony that Drobek "solicited" another employee for union membership is that he approached a supervisor's son who was working in the plant, and said the single word, "union." When the young man looked at him, Drobek added something to the effect that the young man would have to tell his father. Drobek considered this as a joke. The young man complained of or mentioned it to his father, resulting in Respondent's mistaken belief that there had been prounion solicitation during working hours. I find that though the incident might have caused a slight disruption in work, it was no more than a joke and did not constitute union solicitation.

Anderson, when Drobek denied having made such solicitation he dropped the matter. Drobek, however, testified that Anderson said it was a dismissable offense but that he would be given another chance though a reprimand for union acitvity would be placed in his files. I credit Drobek's testimony since, as previously discussed, Respondent was engaged in an active antiunion campaign and would be expected to take some action if it believed employees were engaged in improper union solicitation during work time.

Anderson continued on with the counseling session, discussing Drobek's "productivity, performance, his disruptive attitude, successive wanderings; and he was put on notice that this would not be tolerated; and if there were not a change made that more drastic disciplinary action up to [and] including dismissal would be considered." Sometime during this discussion Smith cited as an example of Drobek's wanderings that he must have left his work in order to accomplish the personal task of cutting his chain on company time. Anderson and Smith testified that Drobek had responded, "I know I was wrong. It'll never happen again." Drobek denies the statement, but I consider it most likely to have been made, and do not credit his denial. When Anderson concluded his warning he had Smith accompany Drobek from the plant, which was the customary method of concluding formal counseling sessions.

Following the counseling session, Anderson, Smith, and Hernandez conferred and decided that Drobek should be discharged. Concurrence of Plant Manager Beard, who would not be available until the following Monday, was required, and no action was taken that day or over the weekend. Drobeck returned to work for 5 hours on Saturday, and started working on Monday. He was called from work, discharged, and given a letter stating the reasons for discharge to be:

> Unsatisfactory job performance with regard to inconsistency in carrying out work assignment.
>
> Leaving your assigned work area and interfering with others at work.
>
> Using Company equipment on company time for personal use.[11]

The General Counsel has not made a prima facie showing sufficient to support an inference that Drobek's protected conduct was a motivating factor in his discharge. Though Respondent knew of Drobek's union sentiments when it summoned him to the counseling session of August 28, Respondent's purpose was no more than to issue a "final" warning, based on unsatisfactory job performance. Even the erroneous belief that Drobek had been engaging in union solicitation at the plant during working hours had not motivated an intention to discharge him. It was only the immediate factor of learning that Drobek had that very day again been absent from his work while engaged in a personal matter during working time, that triggered the decision to discharge. Such decision was not premeditated, since it became necessary to wait over the weekend until the plant manager's concurrence could be obtained.

Even had a prima facie showing been made by the General Counsel, the Employer sustained the shifted burden of proof by demonstrating that the same action would have taken place even in the absence of the protected conduct. Though Respondent added as a reason for discharge the employee's engaging in personal work during working time, an occurance not otherwise leading to discharge, it has sufficiently documented the unsatisfactory job performance and leaving work area upon which discharge was based. I find that the discharge of Ronald Drobek was not a violation of Section 8(a)(3) of the Act.

THE REMEDY

Having found that Respondent engaged in unfair labor practices, I shall recommend that it be ordered to cease and desist therefrom and to take certain affirmative action designed to effectuate the policies of the Act.

Upon the basis of the above findings of fact and the entire record in this case, I make the following

CONCLUSIONS OF LAW

1. Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.
2. The Union is a labor organization within the meaning of Section 2(5) of the Act.
3. By interrogating an employee as to whether he knew the Union was trying to get into Respondent again, Respondent has interfered with, restrained, and coerced its employees in the exercise of rights guaranteed in Section 7 of the Act, and engaged in an unfair labor practice within the meaning of Section 8(a)(1) of the Act.
4. By threatening its employees with loss of benefits in the event they supported the Union, Respondent has interfered with, restrained, and coerced its employees in the exercise of rights guaranteed in Section 7 of the Act, and engaged in unfair labor practices within the meaning of Section 8(a)(1) of the Act.
5. The aforesaid unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act.

On the foregoing findings of fact and conclusions of law and on the entire record, I issue the following recommended[12]

ORDER

The Respondent, Hanover Industrial Machine Company, Harrisburg, Pennsylvania, its officers, agents, successors, and assigns, shall

1. Cease and desist from

[11] Smith was unaware of the participation of Garman in the incident of chain cutting, and claimed that had he known of it he would have taken disciplinary action. Testimony established, however, that other employees had been merely warned to put away their personal work until after work hours and that there previously had been no discipline for violation of this company policy.

[12] If no exceptions are filed as provided by Sec. 102.46 of the Board,s Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

(a) Interrogating its employees as to whether a union was attempting to organize Respondent.

(b) Threatening its employees with loss of benefits in the event they give assistance or support to the Union.

(c) In any like or related manner interfering with, restraining, or coercing employees in the exercise of their right to engage in or refrain from engaging in any or all of the activities specified in Section 7 of the Act.

2. Take the following affirmative action which is necessary to effectuate the policies of the Act.

(a) Post at its place of business at Hanover, Pennsylvania, copies of the attached notice marked "Appendix."[13] Copies of the notice, on forms provided by the Regional Director for Region 4, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

[13] If this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

(b) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

IT IS ALSO ORDERED that the complaint be dismissed insofar as it alleged violations of the Act not specifically found.

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT interrogate our employees as to whether a union is attempting to organize our employees.

WE WILL NOT threaten our employees with loss of benefits if they assist or support a union.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce employees in the exercise of their rights to engage in or refrain from engaging in any or all of the activities specified by Section 7 of the National Labor Relations Act.

HANOVER INDUSTRIAL MACHINE COMPANY